

AG Contract No. KR98 2482TRN  
ADOT ECS File No JPA 98-195  
Project: 40B MO53 H4228 01C  
Section: I-40B. 1st Street - 4th Street

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE DEPARTMENT OF TRANSPORTATION  
AND  
THE CITY OF KINGMAN

THIS AGREEMENT is entered into 7 December, 1998,  
pursuant to Arizona Revised Statutes Section 11-952 through 11-954 as amended, between THE STATE  
OF ARIZONA, acting by and through the DEPARTMENT OF TRANSPORTATION (the "State"), and the  
CITY OF KINGMAN, acting by and through its MAYOR AND CITY COUNCIL (the "CITY").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to a roadway improvement project to I-40B (Andy Devine) between 1st Street and 4th Street contemplated by the State, the State and the City desire to participate in the construction of drainage improvements which will benefit both parties, in an amount currently estimated at \$140,000.00 hereinafter referred to as the Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22839  
Filed with the Secretary of State  
Date Filed: 12/07/98

Betty Gayles  
Secretary of State

By Dick V. Groenewold

## II. SCOPE

### 1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate or resolve City review comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with the City on any contract modifications, and be responsible for its proportionate share of any cost increases. Be responsible for two thirds of the cost of the Project, in an amount currently estimated at \$93,334.00, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

c. No more often than monthly, invoice the City for its one third share of the reasonable direct actual cost of the Project, in an amount currently estimated at \$46,666.00.

d. Upon completion, approve and accept the Project on behalf of the parties hereto, and provide maintenance.

### 2. The City will:

a. Review the design documents and provide comments.

b. Be responsible for its proportionate share of any cost increases. Within 30 days after receipt of invoices, pay the State for the reasonable direct actual cost of the Project, in an amount currently estimated at \$46,666.00.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the Project and reimbursements; provided, however, that except for any provisions for maintenance, which shall be perpetual, that this agreement may be cancelled prior to the award of a construction contract, by either party upon 30 days written notice to the other.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Kingman  
City Manager  
310 N. 4th Street  
Kingman, AZ 86401

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF KINGMAN

STATE OF ARIZONA  
Department of Transportation

By   
LESTER BYRAM  
Mayor

By   
WILLIAM J. HIGGINS  
Deputy State Engineer

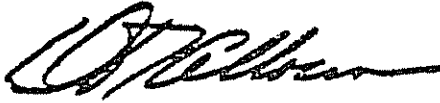
ATTEST

By   
CHARLENE WARE  
City Clerk

RESOLUTION

BE IT RESOLVED on this 27th day of October 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Kingman for the purpose of defining responsibilities for the design and construction of drainage improvement to I-40B in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



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DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director



*City of Kingman*

310 NORTH FOURTH STREET • KINGMAN • ARIZONA • 86401 • 520 • 753-5561

STATE OF ARIZONA )  
COUNTY OF MOHAVE :  
CITY OF KINGMAN )

CERTIFICATION OF COUNCIL MINUTES

I, Charlene Ware, City Clerk of the City of Kingman, Arizona, hereby certify that the attached excerpt of the minutes are a true and correct copy of the minutes of the regular meeting of the City Council of the City of Kingman held on November 16, 1998.

I further certify that the meeting was duly called and held and that a quorum was present.

Dated: November 18, 1998

*Charlene Ware*

Charlene Ware, City Clerk

CITY OF KINGMAN

REGULAR MEETING OF THE COMMON COUNCIL

7:00 p.m.

MINUTES

Monday, November 16, 1998

Members:

L. Byram, Mayor  
G. McReynolds,  
Vice Mayor  
J. Hawkins  
H. Johnston  
P. McCormick  
P. Moon  
T. Spear

Officers:

L. Butler, Chief of Police  
T. Duranceau, P & Z Director  
P. Johnson, City Engineer  
J. Kramer, Dir. Public Works  
C. Osterman, Fire Chief  
D. Roberts, Comm. Dev. Dir.  
L. Sorensen, City Manager  
R. Swenson, Fin. Serv. Dir.  
V. Tinnell, Recording Secy.  
C. Ware, City Clerk  
C. Wells, City Attorney  
R. Williams, Pers/Human Res.

Visitors signing in:

See attached list

Mayor Byram called the meeting to order at 7:00 p.m. All Council Members were present for Roll Call. The Invocation was given by Reverend John Jaster, of the Good Shepherd Lutheran Church, after which the Pledge of Allegiance was said in unison.

1. APPROVAL OF MINUTES (November 2, 1998)

A MOTION was made by McReynolds to approve the Minutes of the Regular Council Meeting held November 2, 1998 as written. Spear SECONDED the Motion and it was UNANIMOUSLY APPROVED.

2. APPOINTMENTS

--Drug Free Alliance Executive Board

Hawkins made a MOTION to appoint Maryellen (Mimi) Allen, Janice Kay Knochel, and Beth Ann O'Connor to the Kingman Drug Free Alliance Executive Board. McCormick SECONDED the Motion and after no other nominations were made, the Motion was UNANIMOUSLY APPROVED.

3. CONSENT AGENDA

- a) Authorizing the Mayor to sign an intergovernmental agreement with ADOT regarding construction of a storm sewer along Andy Devine Avenue, from First to Fourth Street, with the City's share being \$46,666
- b) Authorizing the Mayor to sign acceptance of a US Justice Department Local Law Enforcement Block Grant in the amount of

MINUTES- Regular Council Meeting - November 16, 1998

\$38,334 for tactical equipment and ruggedized notebook computers  
[\$4,259 local match] Project Award #: 98LBVX3037

- c) Economic Tourism and Development Commission Recommendation  
to accept reports & make second quarter payments  
--Kingman 2005 - \$11,015 [also include Council budgeted \$10,000]
- d) CLAIMS - in the amount of \$510,818.67.

McReynolds requested item 3a be removed from the Consent Agenda.

Spear made a MOTION to approve all items on the Consent Agenda except item 3a. After being SECONDED by McReynolds, the Motion was UNANIMOUSLY APPROVED.

- 3. a) Authorizing the Mayor to sign an intergovernmental agreement  
with ADOT regarding construction of a storm sewer along Andy  
Devine Avenue, from First to Fourth Street, with the City's  
share being \$46,666

McReynolds asked if this money had been budgeted and Dennis Roberts reported \$45,666 had been budgeted for this project (which was the estimate at the time). In addition \$68,000 in flood control money was budgeted and earmarked for any overrun.

McReynolds made a MOTION to approve item 3a. McCormick SECONDED the Motion and it was UNANIMOUSLY APPROVED.

- 4. Review and direction from Council regarding possible East Golden  
Gate (Louise Avenue area) Improvement District

Pete Johnson used the overhead projector to show a map of the location. At the October 5 Council Meeting there was discussion about this area and the ownership of the property in Phase I and adjacent to it. A review of the ownership of the undeveloped properties in the area did not reveal any single large owner of the property. There are twelve owners that own more than ten lots (13% of the overall area). The largest number owned by any one party is forty lots.

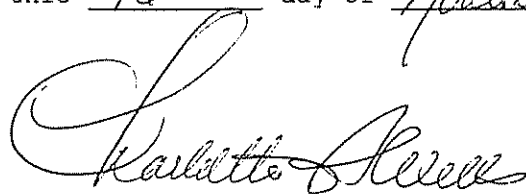
Staff proposes, at this time, to send a letter out to the property owners within the area identified as Phase I and some of the adjacent areas, to attempt to get an indication from those owners as to their support for an improvement district.

Council expressed support of improvement districts which upgrade areas where the property owners want it improved but not vacant areas

APPROVAL OF THE KINGMAN CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF KINGMAN and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 16<sup>th</sup> day of November, 1998.

A handwritten signature in cursive script, appearing to read "Karlotta Kewer", written over a horizontal line.

City Attorney





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2997

GRANT WOODS  
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-2482TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE December 1, 1998.

GRANT WOODS  
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/17075

Enc.